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8 UNITED STATES BANKRUPTCY COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10 SAN FRANCISCO DIVISION  
11

12 In re

Case No. 19-30088 (DM)

13 PG&E CORPORATION,

Chapter 11

14 - and -

(Lead Case) (Jointly Administered)

15 PACIFIC GAS AND ELECTRIC  
16 COMPANY,

Debtors.

17 G Affects PG&E Corporation  
18 G Affects Pacific Gas and Electric Company  
19 O Affects both Debtors

**DECLARATION OF AMIR SHAHMIRZA  
IN SUPPORT OF OPPOSITION TO  
PG&E'S SUPPLEMENTAL REPLY  
BRIEF IN SUPPORT OF  
COUNTER-MOTION FOR SUMMARY  
JUDGMENT FILED ON MAY 4, 2023**

**Date: May 9, 2023**

**Time: 10:00 a.m.**

**Place: (Tele/Videoconference Appearances  
Only)**

**United States Bankruptcy Court  
Courtroom 17, 16th Floor  
San Francisco, CA 94102**

1 I, Amir Shahmirza, declare:

2 1. I am a licensed civil engineer and am, and at all relevant times have been, the sole  
3 shareholder, officer and director of Komir, Inc., a California corporation ("Komir") that is the owner  
4 of the real property located at 800 Walnut Street, San Bruno, California, ("Komir Property") that is  
5 the subject of the pending proceedings, and have actively managed the Property on a regular,  
6 continuing and on-site basis.

7 2. I make this Declaration to state facts responsive to the argument contained in PG&E's  
8 Supplemental Reply Brief in Support of Counter-motion for Summary Judgment ("Debtors'  
9 Supplemental Reply Brief") that PG&E filed on May 4, 2023.

10 3. The Debtors' Supplemental Reply Brief contains the following statement:

11 "PG&E has had a lock on the gate providing access to and through the PG&E Easement for  
12 Landscaping and Access to the PG&E Substation. That lock had been in place for years and  
13 PG&E has accessed the PG&E Substation through the PG&E Easement for Landscaping and  
Access for decades."

14 4. None of the statements quoted above are correct. The facts pertaining to that subject  
15 matter are as follows:

16 (a) PG&E never had a lock on the gate. I communicated extensively with Vanessa Brown  
17 and Elouise Jadhav both PG&E "Land Agents," and me concerning:

18 (i) access to the Property,

19 (ii) unauthorized placing of a lock on the gate by PG&E,

20 (iii) PG&E's representation that a mechanic would immediately remove the lock  
21 or, failing immediate removal, PG&E's authorization for me to cut the lock  
22 off the gate (PG&E removed), and

23 (v) the procedures for PG&E to gain entrance by permission for specific entries.

24 (b) Though I frequently visited the Property, I have no recollection of observing either  
25 personnel or PG&E trucks on or going through the Komir Property to access the  
26 Substation from acquisition in 2000 until a lease arrangement was made for an



interim period commencing in 2018 (discussed below), and PG&E did not unilaterally access the Property “for decades” at will or otherwise.

- (c) The subject of PG&E requiring access through the Komir Property purportedly for maintenance of the Substation arose only by the email sent by PG&E’s counsel on Monday, May 1, 2023. As indicated, any PG&E maintenance personnel can enter the Substation Area through the gate installed on the 7<sup>th</sup> Avenue side of the station. The Substation is accessible from the three sides of its perimeter excluding only the Komir Property on the fourth side.
- (d) When PG&E desired a right of entry for access to its substation in 2018, PG&E entered into a Temporary Construction Easement (“TCE”) whereby PG&E paid to Komir, Inc., the sum of \$11,500 per month continuing to August 31, 2022.
- (e) In and after September, 2022, I continued to communicate with PG&E regarding whether it wanted to use the Komir Property for access to the substation and whether it intended to enter into a new agreement for doing so. Ms. Brown indicated that PG&E might want to enter into a new TCE in mid-2023 for 1 to 2 years but she recognized that Komir might rent to a third party absent an agreement with PG&E. Ultimately, PG&E did not enter into a new agreement and Komir, Inc., entered into a lease agreement with a third party.
- (f) The PG&E substation is located on open terrain and is accessible and open on 3 sides (East, north and the west side). The Komir Property is located only on the south side of substation. All fences and gates enclosing the Substation have been installed by PG&E.
- (g) Currently PG&E uses the gate that PG&E installed in its Seventh Street side fence for its access, any day, any time, to its Substation. The gate has a lock that PG&E, only, controls.
- (h) PG&E has a minimum 25' wide access through the adjacent park where it has

1 installed an entry gate. In her communications with me, Ms. Brown referred to the  
2 ongoing process of PG&E's negotiating with the City of San Bruno to install  
3 additional underground transmission lines on the Seventh Avenue side of the  
4 Substation (not on Komir Property) and for line maintenance of the new facilities.  
5 PG&E had been negotiating with Komir, Inc., for installation of those underground  
6 transmission lines and maintenance but terminated those negotiations with Komir and  
7 instead entered into negotiations with the City of San Bruno.

8 5. Komir, Inc., obtained ownership from Neil and Melanie Hildebrand who had obtained  
9 fee title to the Komir Property from the State on June 30, 1987, (Exhibit 8, Exhibit Compendium,  
10 Volume 5) subject only to the following easement rights of PG&E:

11 "(b) Subject to AN EASEMENT, granted or to be granted to Pacific Gas and Electric  
12 Company, a California corporation, for the right to landscape and access and in  
13 connection therewith to plant, grow and care for shrubs and trees, not to exceed  
14 fifteen (15) feet in height, within the following described parcel of land:

15 COMMENCING at the northwesterly corner of that 2.214-acre parcel of land  
16 described above; thence along the northerly line of said 2.214-acre parcel, N. 84° 25'  
17 53" E., 114.19 feet; thence s. 17°58'05" W., 88.46 feet; thence S. 85°13' 30" W.,  
18 80.16 feet to the westerly line of said 2.214-acre parcel; thence along last said line N.  
19 4°38' 43 " W., 80.00 feet to the point of commencement.

20 CONTAINING 0.180 of an acre, more or less." (the "Landscaping Area")

21 The "access" referenced in this provision relates to accessing the Landscaping Area being  
22 landscaped, not to access for maintenance of a substation on adjacent property. I have consistently  
23 stated this position to PG&E.

24 6. PG&E has never performed landscaping in the Landscaping Area. Rather, in 2018  
25 PG&E imported base rock paving materials and compacted them for driving heavy cranes and  
26 machinery in the TCE lot. When construction was completed PG&E did not want to remove the base  
rock materials so instead placed asphalt materials on the surface and used the TCE space as a  
parking lot during the term of the TCE.

7. The "Director's Deed" to which PG&E refers for its claim right to enter for

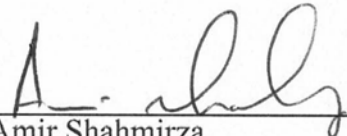


1 maintenance (not landscaping) was recorded on December 16, 1988, after the State had divested  
2 itself of all rights in the Komir Property (reserving only the landscaping easement quoted above) by  
3 its Director's Deed to Hildebrands that had been recorded previously on June 30, 1987. I have also  
4 consistently stated this position to PG&E.

5 I have personal knowledge of the facts stated herein and can competently testify thereto.

6 Executed at San Mateo, California, on the 8<sup>th</sup> day of May, 2023.

7 I declare under penalty of perjury under the laws of the State of California that the foregoing  
8 is true and correct.

9   
10 Amir Shahmirza